

SECTION I REQUEST FOR PROPOSAL

PURCHASE OF A POLY SNOWPLOW

NOTICE TO PROPOSERS: Sealed proposals will be received at the Office of the City Clerk, until the time and date specified below for:

PURCHASE OF A POLY SNOWPLOW

RFP packets are available at the City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402 and at the City of Berwyn website: www.berwyn-il.gov.

ADDRESS PROPOSALS TO: Attention of the City Clerk's Office, City Hall, 6700 W. 26th Street, Berwyn, IL 60402, on or before 12:00 p.m., on September 20, 2010. Proposals shall be sealed and clearly marked on the front **"Proposal for Poly Snowplow."** **FAXED PROPOSALS WILL NOT BE ACCEPTED.**

PROPOSALS ARE DUE NO LATER THAN: 12:00 p.m. on September 20, 2010. Proposers shall submit four (4) copies of their proposal. Bids will be opened and read aloud at 8:00 pm during the September 21, 2010 City Council meeting.

The City of Berwyn is not responsible for delays occasioned by the U.S. Postal Service, the internal mail delivery system of the City of Berwyn, or any other means of delivery employed by the bidder. Similarly, the City of Berwyn is not responsible for, and will not open, any bid responses which are received later than the date and time stated.

QUESTIONS: All questions and clarifications regarding this Request for Proposal must be submitted no later than September 17, 2010 by e-mailing the following City Representative:

Robert Schiller
Public Works Director
rschiller@berwynlibrary.net
(708) 749-6510

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SECTION II SPECIFIC CONDITIONS AND INSTRUCTIONS FOR THIS PROPOSAL

A. SCOPE:

The City of Berwyn is soliciting proposals from qualified professional firms to provide a Trip Edge Power Reversible “J” Style Poly Snowplow for Berwyn’s Department of Public Works. Specifications for the Trip Edge Power Reversible “J” Style Poly Snowplow are found in **Attachment A** which must be filled out by the Proposer. The Trip Edge Power Reversible “J” Style Poly Snowplow must be made in the U.S.A. along with all parts used by the vendor.

B. PROPOSAL REQUIREMENTS:

1. If any bidder is in doubt as to the intent or meaning of any part of this Request for Proposal, the bidder must e-mail the Public Works Director no later than September 17, 2010.
2. Bidders are expected to be fully informed as to the conditions, requirements and specifications before submitting a proposal. The submission of a proposal by a firm implies the firm’s acceptance of the terms and conditions herein, unless otherwise stated.
3. The Proposer is responsible for all costs related to the preparation of this proposal.
4. Any cost associated with the delivery and installation of the Trip Edge Power Reversible “J” Style Poly Snowplow not specifically set forth in this Request for Proposal will be the responsibility of the vendor, and will be deemed included in the fees and charges bid herein.
5. The format of the firm’s proposal must be consistent with the format of the specifications listed.
6. Proposed pricing and/or percentage discount shall be firm from the beginning date of the signed contract.
7. All prices/discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms and conditions of the contract.
8. All proposals or bids must be accompanied by a bid bond, cash, or certified check made payable to the City of Berwyn in the amount of five thousand dollars (\$5,000) as a guarantee that if the Proposal is accepted, a contract will be entered into and the performance of the contract is properly secured.
9. The City of Berwyn is in no way restricted from ordering Trip Edge Power Reversible “J” Style Poly Snowplows from other vendors as needed.
10. This proposal must be summarized in letter form on the vendor’s letterhead stationary. The letter must be signed by an officer of the vendor or a designated agent empowered to bind the firm in the contract offer. Acceptance or exception to our terms must be noted in the letter.
11. A complete description and specifications of the Trip Edge Power Reversible “J” Style Poly Snowplow as required in Attachment A. This price should include the product, shipping, and assembly of the sweeper.

12. At least (3) references from companies or agencies that have utilized services from your company. The company's name and address, a contact name, title and phone number must be included with the reference information (Section IV).
13. A completed and signed Company Information & Signature Sheet (Section V).

NOTE: Proposers need to submit the required information listed in the 'Proposal Requirements'. The City of Berwyn reserves the right to reject proposals that the City of Berwyn considers incomplete due to the omission of the required information.

C. GENERAL REQUIREMENTS:

1. Professional workmanship shall meet or exceed existing industry standards.
2. Unless otherwise specified, the firm shall unconditionally guarantee the materials and workmanship of the Trip Edge Power Reversible "J" Style Poly Snowplow. If any defects or signs of deterioration are noted which in the City of Berwyn's opinion are due to faulty workmanship or material, the vendor upon notification and at his/her expense, shall replace the Trip Edge Power Reversible "J" Style Poly Snowplow (within (7) business days) to the complete satisfaction of the City of Berwyn. The replacement of the Trip Edge Power Reversible "J" Style Poly Snowplow shall be made only at such time as shall be designated by the City of Berwyn as least detrimental to the operation of the City of Berwyn's business.
3. Proposers shall guarantee delivery in accordance with the delivery requirements referenced in Section II., A Scope.
4. Failure of the vendor to provide commodities within the time specified, unless extended in writing by the City of Berwyn, or failure to replace rejected commodities when so directed by the City of Berwyn shall constitute delivery failure. When such failure occurs, the City of Berwyn reserves the right to cancel or adjust the contract; whichever is in the best interest of the City of Berwyn. In either event, the City of Berwyn may purchase in the open market commodities of comparable worth to replace the articles rejected or not delivered. On all such purchases, the vendor shall reimburse the City of Berwyn, within reasonable time specified by the City of Berwyn for any expense incurred; if not cancelled, such purchases shall be deducted from the contract quantities. The City of Berwyn reserves the right to not accept commodities which do not meet the specifications, or are substandard in quality, subject to an adjustment in price to be determined by the City of Berwyn.
5. The Vendor shall be responsible for any commodities covered by this contract until delivery and installation is completed at the designated point. In addition, the Vendor shall bear all risk for rejected commodities after written notice of rejection. Rejected commodities shall be replaced by and at the expense of the Vendor after written notification of rejection.

Upon Vendor's failure to replace commodities within seven (7) working days after the date of notification, the City of Berwyn may return the rejected commodities to the Vendor at the Vendor's risk and expense, or the City of Berwyn may dispose of them as its own property.

6. Final inspection of commodities shall be conclusive except as regards to latent defects, fraud, or such

gross mistakes that amount to fraud. Final inspection and acceptance or rejection of the commodities shall be made within a reasonable time after delivery, but failure to inspect or reject commodities shall not impose liability on the City of Berwyn if such commodities are not in accordance with the specification. All commodities delivered to the City of Berwyn shall be accepted subject to inspection and physical count.

D. CONTRACT AWARD:

1. The Vendor's proposal must be complete to be considered for award.
2. The City of Berwyn reserves the right to qualify, accept or reject any or all vendors and accept any proposal deemed to be in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any or all proposals and to waive irregularities or technicalities in any proposal when in the best interest of the City of Berwyn. The City of Berwyn reserves the right to accept or reject any exception taken by the vendor to the terms and conditions of the request for proposals.
3. Consideration may be given to, but not limited to, delivery time, the proposed Trip Edge Power Reversible "J" Style Poly Snowplow , warranty/product, reliability and functionality, product availability, references, delivery time, and special pricing.
4. Award, if made, shall be in the form of a Purchase Order.
5. All prescriptions of the RFP shall be understood as a form of a signed contract.

E. EVALUATION PROCESS:

Each proposal submitted stands alone and will be evaluated on its own merits in terms of meeting the City of Berwyn's requirements and terms and conditions, pricing, and overall responsiveness to the Request for Proposal. The Public Works Director may conduct discussions with any offeror who submits an acceptable or potentially acceptable proposal. Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals. During the course of the discussions, the evaluation committee shall not disclose any information derived from one proposal to any other offeror. The Public Works Director reserves the right to request the offeror to provide additional information during this process.

SECTION III

GENERAL CONDITIONS AND INSTRUCTIONS TO PROPOSERS

The general rules and conditions that follow apply to all proposals issued by the City of Berwyn, unless otherwise specified. Proposers or their authorized agents are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting proposals; failure to do so shall be at the Proposer's own risk.

REQUEST FOR PROPOSAL (RFP) is defined as a request for an offer, by one party to another, of terms and conditions with reference to some work or undertaking.

This document constitutes a REQUEST FOR PROPOSAL, and is thus a solicitation for responses.

Moreover, any acceptance of a proposal shall NOT result in a binding contract between the City of Berwyn and the Proposer, but instead will simply enable negotiations to take place which may eventually result in a detailed and refined agreement, contract, or purchase order between the Proposer and the City of Berwyn.

"Proposal date" as referenced herein shall mean the local date and time specified in the proposal documents.

A. CONDITIONS FOR PROPOSING

1. **COMPLETENESS/AUTHORIZATION OF PROPOSAL.** Proposer shall supply all information and submittals required by the proposal documents to constitute a proposal. The proposal shall clearly state the legal name, address, email, telephone number, and fax number of the proposer. The proposal shall be signed above the typed or printed name and title of the signer. The signer shall have the legal authority to bind the proposer to proposal.
2. **ADDRESSING OF PROPOSAL.** Unless otherwise specified, faxed proposals will not be accepted. Proposal shall be submitted in a sealed envelope clearly marked on the front with proposal number, name and due date, and unless otherwise specified, addressed to:

City Clerk's Office
City of Berwyn
6700 W. 26th Street
Berwyn, IL 60402
3. **PROPOSAL DEADLINE.** Proposer shall be responsible for taking whatever measures are necessary to ensure that the proposal reaches the office of the City Clerk on or before the local time and date specified. The City of Berwyn shall not be responsible for, and may not consider, any late proposal, amendment thereto, and request for withdrawal of proposal received after the date specified. Proposals received after the time and dated specified on the Request for Proposal will not be opened and will not be considered for award.
4. **PROPOSALS BINDING 60 DAYS.** Unless otherwise specified, all formal proposals submitted shall be binding for sixty (60) days following proposal date, unless the Proposer, at the City of Berwyn's request agrees in writing to an extension.

5. **COMPETENCY OF PROPOSER.** No proposal may be accepted from or contract awarded to any person, firm or corporation who is in arrears or in default to the City of Berwyn upon any debt or contract. Prior failure of a Proposer to perform faithfully on any previous contract or work for the City of Berwyn may be grounds for rejection. The Proposer must have not been suspended or debarred from doing business with the federal government. The Proposer, if requested, shall present evidence of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with the terms of these proposal documents. Such evidence shall be presented within a specified time and to the satisfaction of the City of Berwyn.
6. **COLLUSIVE PROPOSING.** The Proposer certifies that the proposal is made without any previous understanding, agreement or connection with any person, firm, or corporation making a proposal for the same project, without prior knowledge of competitive prices, and that the proposal is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

B. INSURANCE

1. **INSURANCE REQUIREMENTS.** The successful proposer shall provide insurance as follows:

- a. **Certificate of Insurance; Cancellation or Modification**

- (1) Before commencing work, the Proposer shall submit to the City of Berwyn for approval a Certificate of Insurance meeting the requirements specified herein, to be in effect for the full contract period. The City must be listed on the Certificate of Insurance.
- (2) The Proposer shall notify the City of Berwyn in writing at least thirty (30) calendar days prior to any change or cancellation of said policy or policies.
- (3) Cancellation or modification of said policy or policies shall be considered just cause for the City of Berwyn to immediately cancel the contract and/or halt work on the contract, and to withhold payment for any work performance on the contract.

- b. **Minimum Coverage**

- (1) Any policy or policies of insurance purchased by the Proposer to satisfy their responsibilities under the proposal shall include contractual liability coverage, and shall be in the following type and minimum amounts:

<u>Type of Coverage</u>	<u>Each Occurrence</u>	<u>Aggregate</u>
a. Comprehensive General Liability		
(1) Bodily Injury & Property Damage	\$1,000,000	\$2,000,000
b. Automobile Liability	<u>Combined Single Limit</u>	
(1) Bodily Injury & Property Damage	\$1,000,000	

- c. Worker's Compensation Insurance as required by Illinois state law.

The City of Berwyn requires that the Contractor's Insurance carrier be A rated or better by A.M. Best.

d. Hold Harmless: Endorsement Required

(1) The Proposer, including their subcontractor, employees, representatives or agents, shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees, and agents from any and all liability loss, cost, damage and expense (including reasonable attorney's fees and court cost) resulting from, arising out of, or incurred by reason of any claims, actions or suits based upon or alleging bodily injury including death, or property damage arising out of or resulting from the Proposer's operations under this document.

(2) Proposer is not, and shall not be deemed to be, an agent or employee of the City of Berwyn.

(3) Responsibility for Damage Claims – Notwithstanding the above, it is specifically agreed between the parties executing this contract that it is not intended by any of the provisions of any part of the contract documents to create in the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract. It is understood that no subcontractor is a third party beneficiary to any contract between the Contracting Authority and prime contractor. Nothing in any special provision or any supplemental specification shall be construed as eliminating or superseding the requirements of this section.

C. SPECIFICATIONS

1. **FORMAL SPECIFICATIONS.** The proposer shall abide by and comply with the true intent of the specifications (i.e., not take advantage of any unintentional error or omission.) Any mention made herein of a service to be provided in accordance with laws, ordinances, etc., shall be construed as the minimum requirements of the specifications.
2. **PROPOSED ALTERNATE.** When an item is identified in the bid document by a manufacturer's name or catalog number, it is understood that the bidder proposes to furnish the commodity and/or service so identified by the City of Berwyn unless the bidder specifically proposes an alternate. In bidding on a proposed alternate, the bidder shall clearly state on his/her bid exactly what he/she proposes to furnish, and forward with his/her bid, a complete description of the proposed alternate, including brand, model number, drawings, performance, and test date, references and any other information necessary for a complete evaluation. Bidder shall include a statement setting forth any changes in other materials, equipment or other work which would be required by incorporation of the proposed alternate. The burden of proof of the merit of the proposed alternate is upon the Proposer.

The City of Berwyn's decision to approve or disapprove of a proposed alternate shall be final.

3. **QUALIFICATIONS, CREDENTIALS AND REFERENCES.** The Proposer shall provide a description of qualification, credentials, experience, and resources as they relate to provision of the proposal. The Proposer shall also provide a list of clients for whom similar work has been

performed within the last two years, including the firm, contact person, address, and phone number of each contract person.

4. **ADDENDUM TO SPECIFICATIONS.** Any substantive interpretation, correction or change of the proposal documents shall be made within an addendum. Interpretation, corrections or changes of the proposal documents made in any other manner shall not be binding. Such interpretations, corrections or changes shall not be relied upon by Proposer. Addendums shall be issued by the City of Berwyn within a reasonable time prior to the proposal date.

D. SELECTION OF FIRM

1. **REJECTION OF PROPOSALS.** The City of Berwyn reserves the right to accept or reject any or all proposals, to waive irregularities and technicalities, and/or to request re-submission. The City of Berwyn also reserves the right to reject a proposal from a Proposer who investigation shows is not in a position to satisfactorily and timely perform the contract.
2. **SELECTION.** The City of Berwyn desires to enter into negotiations and ultimately reach an agreement with a Proposer who demonstrates the best combination of attributes to conduct the project, and who also negotiates a project cost with the City of Berwyn that is fair and reasonable. The City of Berwyn may conduct discussions with any Proposer who has submitted a proposal to determine qualifications, for further consideration. Since the initial review by the City of Berwyn will be deemed preliminary in nature, the document and process will be deemed confidential until such time as the successful Proposer is selected. Criteria for selection will include but not be limited to:
 - Ability to provide the type and quality of service that best meets the needs of the City of Berwyn.
 - Organization, size, management and structure of the firm to provide service.
 - Experience and qualifications of the persons with supervisory and management assignments, especially relating to similar work assignments.
 - Satisfactory reference checks of clients on similar projects.
 - Previous and existing compliance with laws and ordinances relating to contracts with the City and to the Proposer's employment practices.
 - Whether the Proposer is in arrears to the City, in debt on a contract or is a defaulter on a surety or other agreement with the City.
 - If a reasonable doubt arises as to Proposer's solvency, the City reserves the right to require financial information sufficient to show solvency.
 - Cost estimate; the City is not required to accept the proposal with the lowest cost estimate.

Once the City has reached an agreement with the Proposer, a purchase order will be issued to the awardee. The purchase order will define the conditions between the City of Berwyn and the contractor selected to receive the award.

3. **CORRECTIONS TO SUBMITTED PROPOSALS.** Any changes that are made to this proposal using correction fluid, writing utensils, etc. before submission must be dated and initialed in each area that a change is made.

4. **PRICING REQUIREMENTS.** All pricing submitted by the bidder shall be indicated in both words and figures. (Ex. \$400.00, four hundred dollars.)
5. **PRESENTATIONS.** When required and based on evaluation of proposals submitted, the City of Berwyn may select finalists who will be required to participate in interviews, including key personnel designated for the proposal, and to make presentations regarding their qualifications and their ability to furnish the required product to best serve the needs of the City of Berwyn. Formal presentations will be scored and evaluated by the Public Works Director who will make a recommendation to the City Council for final approval. Nothing in the proposal can obligate the City of Berwyn to enter into a contract.
6. **LOCAL PURCHASES.** Unless otherwise specified, cost and other considerations being equal, local firms shall be given first consideration for the project.
7. **ERRORS IN PROPOSAL.** Any ambiguity in any proposal as a result of omission, error, lack of clarity or non-compliance by the Proposer with specifications, instructions and conditions shall be construed in the light most favorable to the City of Berwyn. Changes in proposals shall be initialed and dated.

E. GENERAL CONTRACT PROVISIONS

1. **CONTRACT AWARD.** Upon the City of Berwyn's selection, between the City of Berwyn and Proposer on the work to be performed, a written award in the form of a purchase order, contract or other instrument shall result in a binding contract without further action by either party. The contract shall be on forms provided by the City of Berwyn; or if the Proposer's contract document is used, the City of Berwyn reserves the right to modify and document to conform to the request for proposal and to do so in the light most favorable to the City of Berwyn.
2. **INSURANCE.** Current Certificate of Insurance in the amounts specified shall be on file with the City of Berwyn before work can commence.
3. **AVAILABILITY OF FUNDS.** A contract shall be deemed valid only to the extent for appropriations available to each project. The City of Berwyn's extended obligation on these contracts, which envision extended funding through successive fiscal periods, shall be contingent upon actual appropriation for the following fiscal year.
4. **CONTRACT ALTERATIONS.** No alterations or variations in the terms of a contract shall be valid or binding upon the City of Berwyn unless authorized in writing by both parties.
5. **SUBLETTING OF CONTRACT.** Proposer shall not assign, transfer, convey, sublet or otherwise dispose of the contract or their right, title or interest therein, or their power to execute such contract to any other person, firm or corporation without the prior written consent of the City of Berwyn, but in no case shall such consent relieve the Proposer from their obligations, or change the terms of the contract.

6. **CONTRACT PERIOD.** Contract shall remain in force for the full specified period and until all services have been satisfactorily delivered and accepted and thereafter until all requirements and conditions shall be met, unless:
- a. Extended upon written authorization of the City of Berwyn and accepted by contractor, for a period negotiated and agreed upon by both parties, when in the best interest of the City of Berwyn.
 - b. Terminated due to the default, as described below, or for no reason at all, as long as the City of Berwyn gives a written 30 day notice.
7. **DEFAULT.** The Contract may be cancelled or annulled by the City of Berwyn in whole or in part by written notice of default to the Proposer upon non-performance, violation of contract terms, delivery failure, bankruptcy or insolvency, or the making of an assignment for the benefit of creditors. The City reserves the right to grant Contractor a specified cure period of during which to cure or remedy the default, which cure period shall be included in the written notice to default. If default is not cured within the specified time, City of Berwyn reserves the right, but is not obligated to, extend the cure period or City Berwyn may deem the contract terminated without further notice. Lack of knowledge by the contractor will in no way be cause for relief from responsibility.
8. **INDEMNITY.** The Proposer shall indemnify, defend and hold harmless the City of Berwyn and its officers, employees and agents from any and all liability, loss, cost, damage, and expense (including reasonable attorney's fee and court costs) resulting from, arising out of, or incurred by reason of any claims, actions, or suits based upon or alleging bodily injury including death, or property damage rising out of or resulting form Proposer's operations under this Contract, whether such operations be by the Contractor or by any Subcontractor or by anyone directly or indirectly employed by either.

Proposer is not and shall not be deemed to be, an agent or employee of the City of Berwyn, but shall be deemed an Independent Contractor.

Proposer further agrees to:

- a. Save the City of Berwyn, its agents and employees harmless from liability of any nature or kind for the use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, article or appliance of which the Proposer is not the patentee, assignee, licensee or owner, furnished or used in the performance of the contract.
- b. Obtain all permits and licenses required by the city, state and federal governments and pay all related fees. The Proposer shall also comply with all laws, ordinances, rules and regulations of the City of Berwyn, State of Illinois and the Federal Government including the Prevailing Wage Act.

NON DISCRIMINATION. Proposer agrees to the following:

- 1) That he or she will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service; and, further, that he or she will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any underutilization.
- 2) That, if he or she hires additional employees in order to perform this contract or any portion of this contract, he or she will determine the availability (in accordance with the Department's Rules and Regulations) of minorities and women in the areas from which he or she may reasonably recruit and he or she will hire for each job classification for which employees are hired in a way that minorities and women are not underutilized.
- 3) That, in all solicitations or advertisements for employees placed by him or her or on his or her behalf, he or she will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, sexual orientation, marital status, national origin or ancestry, citizenship status, age, physical or mental disability unrelated to ability, sexual orientation, military status or an unfavorable discharge from military service.
- 4) That he or she will send to each labor organization or representative of workers with which he or she has or is bound by a collective bargaining or other agreement or understanding, a notice advising the labor organization or representative of the contractor's obligations under the Act and the Department's Rules and Regulations. If any labor organization or representative fails or refuses to cooperate with the contractor in his or her efforts to comply with the Act and Rules and Regulations, the contractor will promptly notify the Department and the contracting agency and will recruit employees from other sources when necessary to fulfill its obligations under the contract.
- 5) That he or she will submit reports as required by the Department's Rules and Regulations, furnish all relevant information as may from time to time be requested by the Department or the contracting agency, and in all respects comply with the Act and the Department's Rules and Regulations.
- 6) That he or she will permit access to all relevant books, records, accounts and work sites by personnel of the contracting agency and the Department for purposes of investigation to ascertain compliance with the Act and the Department's Rules and Regulations.
- 7) That he or she will include verbatim or by reference the provisions of this clause in every subcontract awarded under which any portion of the contract obligations are undertaken or assumed, so that the provisions will be binding upon the subcontractor. In the same manner as with other provisions of this contract, the contractor will be liable for compliance with applicable provisions of this clause by subcontractors; and further it will promptly notify the contracting agency and the Department in the event any subcontractor fails or refuses to comply with the provisions. In addition, the contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

(Source: Amended at 32 Ill. Reg. 16484, effective September 23, 2008)

F. PAYMENT PROVISIONS

1. **PAYMENT TERMS.** Payment may be made only after inspection and acceptance by the using department. Payment of balances shall be made only after approval and final acceptance by the City of Berwyn.
2. **INVOICING.** Following acceptance of each payment term, payment shall be made within forty-five (45) calendar days from receipt of itemized invoice. Before the City of Berwyn will pay any invoice, the invoice must include a detailed description of all charges, the proposal number, department name, dollar amount, quantity of hours worked, and any other pertinent information. Submit invoice in duplicate to:

City of Berwyn
Finance Department
6700 West 26th Street
Berwyn, IL 60402
3. **WITHHOLDING PAYMENT.** Consideration for withholding payment shall include faulty materials or workmanship, failure to meet delivery deadlines, and liens that have been filed, or evidence indicating a filing of claims. In all cases, regulations and limitation by the Federal Government.
4. **TAXES.** The City of Berwyn is exempt from all Federal, State of Illinois and other State Taxes on the purchase of commodities and services used by the City of Berwyn within the State of Illinois. The Finance Department shall provide a tax exemption certification to out-of-state taxes imposed on purchases of commodities and/or services which are used within another state and are applicable and subject to payment.

Contractors and subcontractors shall pay all legally required sales, consumer and use taxes on all commodities and/or services purchased or rented to complete their contract.

If a contractor, subcontractor, or builder is to use building materials, supplies, and equipment in the performance of a construction contract with a designated exempt entity, the person shall purchase such items of tangible personal property without liability for the tax if such property will be used in the performance of the construction contract and a purchasing agent authorization letter and an exemption certificate, issued by the designated exempt entity, are presented to the retailer.

SECTION IV COMPANY REFERENCES

The vendor must complete the required reference information listed below. The vendor must provide at least three (3) references from companies or agencies that have used the services of his or her company. The company's name and address, a contact name, title, and phone number, must be included with the reference information.

1. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____

2. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____

3. Company Name: _____
 Company Address: _____
 Company Contact: _____
 Title of Contact: _____
 Phone Number: _____

Note: Additional references may be included with the vendor's proposal.

SECTION V COMPANY INFORMATION & SIGNATURE SHEET

Vendors must include with their submitted proposal this completed and signed Company Information & Signature Sheet and price list for the Trip Edge Power Reversible “J” Style Poly Snowplow required for this contract.

The undersigned bidder, having examined and determined the scope of this Request for Proposal, hereby proposes to supply the services as described in the proposal documents at the prices set forth within.

The undersigned bidder states that this bid is made in conformity with the specifications and qualifications contained herein. In the event that there are any discrepancies or differences between any conditions of the vendor’s proposal and the Request for Proposal prepared by the City of Berwyn, and the City’s Request for Proposal shall prevail.

The undersigned bidder certifies that this proposal is made in good faith and without collusion or connection with any other person or persons bidding on the project.

Delivery: Upon the signing of the contract between the City of Berwyn and chosen company, the vendor guarantees delivery of the proposed Trip Edge Power Reversible “J” Style Poly Snowplow beginning November 1, 2010.

Name of Firm: _____

Authorized Representative: _____

Signature of Representative: _____

Title of Authorized Representative: _____

Address: _____

City/State/Zip: _____

Phone Number: _____

Fax Number: _____

Website Address: _____

E-Mail Address: _____

Date Signed: _____

Addenda Form:

The undersigned hereby acknowledges receipt of the following applicable addenda:

Addenda Number	Date
_____	_____
_____	_____

ATTACHMENT A

Trip Edge Power Reversible "J" Style Poly Snowplow Specifications

Make and Model Bid:

Comply to
Specification

Yes No

Deviations from
Specifications

GENERAL

1. These specifications describe a Trip Edge Power Reversible snowplow, which shall be definitely suited for continuous work under difficult conditions of snow removal.		
2. The unit, as bid, shall be a current design and production unit. Bidders shall submit current literature for the make and model being bid.		

MOLDBOARD ASSEMBLY:

1. The moldboard shall be 42" in height and 10' wide		
2. The moldboard sheet shall be formed from not less than 3/8" thick "Poly", and Ultra High Molecular Weight (UHMW) polyethylene sheet. The UHMW polyethylene sheet shall have a minimum tensile strength of 4800 P.S.I., and when tested in accordance with ASTM D638, it shall evidence a minimum of 300% (2") elongation at break. In addition, the sheet shall evidence no break following izod impact test conducted in accordance with ASTM D256A. The sheet shall be formed from a polyethylene material, which is made from new resin, (recycled material is not acceptable), and shall be color impregnated and ultra violet stabilized to a "Hi-Way Black" pigmentation.		
3. The moldboard shall NOT contain a steel-backing sheet to reduce the chance of corrosion between the Poly and steel sheet and therefore increase the life of the snowplow.		
4. It shall attach to a frame work which includes not less than eight (8) steel reinforcing ribs at least 1/2" thick x 3-1/2" wide and a lower moldboard reinforcement from not less than 4" x 3" x 1/2" steel angle so as to form a rigid structure. The upper portion of the moldboard shall project over the cutting edge so as to form a continuous, solid, integral snow shield and shall include an upper reinforcement from not less than		

3" x 3" x 3/8" steel angle. In addition to the upper and lower reinforcements to further stabilize the vertical ribs, a 3" x 3" x 3/8" steel angle running across the width of the plow frame, shall be welded to the vertical ribs.		
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Make and Model Bid:

Comply to
Specifications
Yes No

Deviations from
Specifications

CUTTING EDGE:

1. Shall be two (2) in number and shall be made from 1/2" x 8" C1065 steel, punched to AASHO standards on 12" centers and supported by a reinforcement from not less than 4" x 4" x 3/4" steel angle. The cutting edge shall be reversible for double wear.		
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TRIPPING EDGE MECHANISM:

1. The cutting edge support angle is 2 sections pivoting on one piece of 1-1/2" solid rod with a 1" steel end welded in to retain the pipe in place, which shall activate whenever the cutting edge comes into contact with an obstruction on the pavement.		
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2. Trip activation shall be achieved through a minimum of five (5) torsion springs from not less than 3/4" square wire, having a 3-3/4" O.D., with fifteen (15) active coils each. Each spring shall be pinned in place in a horizontal position and shall mount tight against the lower moldboard reinforcement and to the cutting edge reinforcement. Spring adjustment shall be provided so as to alter the pre-charge of springs for varying plowing conditions.		
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DRIVE FRAME AND REVERSING MECHANISM:

1. The drive frame and reversing mechanism shall consist of an "A" frame, a truss frame and two (2) single acting hydraulic cylinders with 4-1/2" O.D. and 3-1/2" bore x 16" stroke with 3" O.D. rod.		
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2. Each cylinder shall have 3-1/2" bore pistons, which terminate with 2-1/2" diameter connecting lugs. Both the rods and lugs shall be from case hardened, chrome-plated steel and shall be protected by a hydraulic cushion valve.		
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3. The "A" frame shall be a triangular weldment with 3/8" thick steel plates (top and bottom), a rear member from not less than 1" thick steel plate and two (2) center reinforcements from not less than 3/8" thick steel plate, so to form a boxed center section. The height		
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of the boxed center section shall be 5-3/4".		
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4. The truss frame shall include a main drive member from 4" square tubing with 3/8" wall.		
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5. The truss frame shall pin to the moldboard at not less than 4 points over a span of not less than 82" and shall include two (2) moldboard braces made from two (2) inch square tubing with 1-1/8" diameter attaching pins which allow for alternate moldboard positioning.		
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Make and Model Bid:

Comply to
Specifications
Yes No

Deviations from
Specifications

6. Moldboard and truss frame shall pivot about the "A" frame on a lubricated pin, not less than 2-1/2" in diameter, up to 37degrees either side of the chassis centerline.		
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7. The pin shall be designed in such a way that it will be easily removed for maintenance.		
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8. The "A" frame shall be fitted with a three (3) point lift arrangement, which shall accommodate plow reversing operations with the plow either on the ground or at the carry position. This arrangement shall be of a design, which prohibits plow list, when the moldboard is angled in the carry position.		
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PLOW COUPLING BAR:

1. Shall consist of a 3/4" thick x 6" wide oscillating bar, fitted with two (2) 1" thick drive ears. The oscillating bar shall pivot about a 2-1/2" diameter C.R. steel at the rear of the drive frame, so to allow the plow to follow uneven surface contours. The oscillating bar shall be fitted with a 3/4" safety bolt.		
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PAINT:

1. Individual completed sections of the plow assembly should be <u>shot blasted</u> , cleaned, primed painted.		
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2. Finish coat is to be a plural-component urethane.		
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3. All painted components are to be oven cured.		
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MANUALS:

1. Included with each unit will be an Operation and Maintenance Manual, covering the installation, maintenance, operation, and parts listing for the unit.		
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2. Also included will be an Operation and Maintenance Safety Manual that will promote safe operation and maintenance procedures.		
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MANUFACTURING & LABELING PRACTICES:

1. All sheet steel and bar stock gauges listed in these specifications must conform to ASTM standards.		
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2. All welding performed must be in accordance with AWS procedures and guidelines.		
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Make and Model Bid:

Comply to
Specifications
Yes No

Deviations from
Specifications

3. All components described within these pages shall be qualified for a 13 month warranty should the proper registration procedures be followed. Manufacturer's standard warranty shall be attached to these specifications upon return.		
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OPTIONAL ACCESSORIES:

SPRAY GUARD:

1. Shall bolt to the top moldboard flange or reinforcement. It shall consist of a 12" wide x 3/8" thick rubber belt, metal retaining strap and necessary mounting hardware.		
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ADJUSTABLE CASTRED WEAR SHOES:

1. Two (2) screw adjustable, casted steel wear shoes shall be supplied. They shall connect at each side of the plow.		
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MOLDBOARD SHOES:

1. The cutting edge shall be fitted with two (2) fabricated steel moldboard shoes. Each moldboard shoe shall offer a minimum of 40 sq. in. of bearing surface and shall attach to the underside of the cutting edge reinforcement.		
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CURB SHOE:

1. An additional bumper shall be supplied at each end of the moldboard (qty.2). They shall be from a minimum of 3/4" x 6" steel, shall bolt at the cutting edge face and shall project 1" outside each end of the cutting edge.		
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Price of Trip Edge Power Reversible “J” Style Poly Snowplow \$_____

(Includes product, shipping & any other added fees)

Trade in Price of nine Baker-Flink Plows \$_____

(Trade in can be evaluated at Public Works, 1 Public Works Drive, Berwyn, IL)

Signature: _____

Name of Contact: _____

Company Address: _____

Company Contact: _____

Title of Contact: _____

Phone Number: _____

Date: _____